

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

WILLIAM P. CHERNICOFF,

Plaintiff,

v.

NCO FINANCIAL SYSTEMS, INC.,
LOVELACE HEALTH SYSTEMS,
EQUIFAX INFORMATION
SERVICES, LLC, BIRCHWOOD
CREDIT SERVICES, INC., TRANS
UNION CORPORATION, and
EXPERIAN NATIONAL ASSISTANCE
CENTER,

Defendants.

CIVIL ACTION NO. 04-10073NG

**ANSWER OF DEFENDANT EQUIFAX
INFORMATION SERVICES LLC**

Defendant Equifax Information Services LLC ("Equifax"), by its counsel,
hereby files its Answer to Plaintiff's Complaint as follows:

INTRODUCTION

Responding to the allegations contained in the Introduction Section of
Plaintiff's Complaint, Equifax admits that Plaintiff brings his claims under the
statutes and laws listed in the Introduction Section. Equifax denies that it has violated
any of these statutes and/or laws in its handling of Plaintiff's credit file.

PARTIES

1. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1 of Plaintiff's Complaint, and therefore denies them.

2. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 2 of Plaintiff's Complaint, and therefore denies them.

3. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 3 of Plaintiff's Complaint, and therefore denies them.

4. Equifax admits the allegations of Paragraph 4 of Plaintiff's Complaint.

5. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 5 of Plaintiff's Complaint, and therefore denies them.

6. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 6 of Plaintiff's Complaint, and therefore denies them.

7. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 7 of Plaintiff's Complaint, and therefore denies them.

8. To the extent that Plaintiff can maintain a cause of action under the Fair Credit Reporting Act, which Equifax denies, jurisdiction and venue would be proper in this Court.

STATEMENTS OF FACTS

9. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 9 of Plaintiff's Complaint, and therefore denies them.

10. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 10 of Plaintiff's Complaint, and therefore denies them.

11. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 11 of Plaintiff's Complaint, and therefore denies them.

12. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 12 of Plaintiff's Complaint, and therefore denies them.

13. Equifax admits the allegations of Paragraph 13 of Plaintiff's Complaint with respect to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 13 of Plaintiff's Complaint, and therefore denies them.

14. Equifax denies the allegations of Paragraph 14 of Plaintiff's Complaint, and therefore denies them.

15. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 15 of Plaintiff's Complaint, and therefore denies them.

16. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 16 of Plaintiff's Complaint, and therefore denies them.

17. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 17 of Plaintiff's Complaint, and therefore denies them.

18. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 18 of Plaintiff's Complaint, and therefore denies them.

19. Equifax lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations of Paragraph 19 of Plaintiff's Complaint as the referenced exhibits are not attached to the complaint.

20. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 20 of Plaintiff's Complaint, and therefore denies them.

21. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 21 of Plaintiff's Complaint, and therefore denies them.

STATEMENTS OF CLAIMS

COUNT ONE

VIOLATION OF THE FAIR CREDIT REPORTING ACT

22. Responding to the allegations contained in Paragraph 22 of Plaintiff's Complaint, Equifax reasserts and re-alleges its answers and responses set forth herein.

23. The statements contained in Paragraph 23 of Plaintiff's Complaint do not require a response by Equifax. To the extent any response is required by Equifax, Equifax denies the allegations contained in Paragraph 23 of Plaintiff's Complaint.

24. Equifax denies the allegations of Paragraph 24 of Plaintiff's Complaint as they pertain to Equifax.

25. Equifax denies the allegations of Paragraph 25 of Plaintiff's Complaint as they pertain to Equifax.

COUNT TWO

VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT

26. Responding to the allegations contained in Paragraph 26 of Plaintiff's Complaint, Equifax reasserts and re-alleges its answers and responses set forth herein.

27. The statements contained in Paragraph 27 of Plaintiff's Complaint do not require a response by Equifax. To the extent any response is required by Equifax, Equifax denies the allegations contained in Paragraph 27 of Plaintiff's Complaint.

COUNT THREE

VIOLATIONS OF M.G.L. CH. 93A

28. Responding to the allegations contained in Paragraph 28 of Plaintiff's Complaint, Equifax reasserts and re-alleges its answers and responses set forth herein.

29. The statements contained in Paragraph 29 of Plaintiff's Complaint do not require a response by Equifax. To the extent any response is required by Equifax, Equifax denies the allegations contained in Paragraph 29 of Plaintiff's Complaint.

30. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 30 of Plaintiff's Complaint, and therefore denies them.

31. Equifax denies the allegations of Paragraph 31 of Plaintiff's Complaint as they pertain to Equifax.

32. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 32 of Plaintiff's Complaint, and therefore denies them.

33. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 33 of Plaintiff's Complaint, and therefore denies them.

34. Equifax denies the allegations of Paragraph 34 of Plaintiff's Complaint as they pertain to Equifax.

35. Equifax denies the allegations of Paragraph 35 of Plaintiff's Complaint as they pertain to Equifax.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint and each purported cause of action therein, fails to state facts sufficient to constitute a cause of action against Equifax and further fails to state facts

sufficient to entitle the Plaintiff to the relief sought, or to any other relief whatsoever, from Equifax.

SECOND AFFIRMATIVE DEFENSE

Equifax maintained reasonable procedures to ensure maximum possible accuracy in its credit reports.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's damages, if any, were not caused by Equifax, but by another person or entity for whom or for which Equifax is not responsible.

FOURTH AFFIRMATIVE DEFENSE

Equifax has complied with the provisions of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq., in its handling of Plaintiff's credit file. Accordingly, Equifax is entitled to each and every defense and limitation of liability provided by said Act.

FIFTH AFFIRMATIVE DEFENSE

Equifax has not willfully or maliciously published any defamatory information with respect to plaintiff's credit files.

SIXTH AFFIRMATIVE DEFENSE

Equifax's alleged supplying of information, if any, was both privileged and justified.

SEVENTH AFFIRMATIVE DEFENSE

The Complaint is barred by the fault and negligence of other persons or entities and Plaintiff's damages, if any, should be apportioned according to the principles of comparative fault.

EIGHTH AFFIRMATIVE DEFENSE

The Complaint is barred by Plaintiff's failure to mitigate his damages, if any.

NINTH AFFIRMATIVE DEFENSE

Equifax reserves the right to have additional defenses that it learns through the course of discovery.

TENTH AFFIRMATIVE DEFENSE

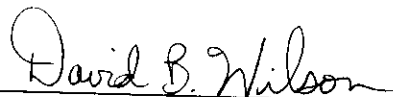
Equifax denies each and every averment of Plaintiff's Complaint not specifically admitted in this Answer.

ELEVENTH AFFIRMATIVE DEFENSE

As a Defense, Equifax asserts that Plaintiff has suffered no damages.

Respectfully submitted,

***EQUIFAX INFORMATION
SERVICES LLC***, by its attorneys,



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DATED: March 5, 2004

CERTIFICATE OF SERVICE

I hereby certify that on March 5, 2004, I caused a true and correct copy of the foregoing to be served by U.S. mail, postage prepaid, addressed as follows:

Andrew M. Fischer, Esq.
Jason & Fischer
47 Winter Street
Boston, MA 02108

Signed under the penalties of perjury on March 5, 2004.


David B. Wilson